

**RIGHT TO USE PHOTOGRAPHIC LIKENESS OF
CONSENT, WAIVER OF LIABILITY AND RELEASE**

I, _____, in consideration of _____,
[name of photo subject]

the receipt of which is acknowledged, irrevocably to grant the CALIFORNIA COASTAL COMMISSION, its employees, officers, agents and assigns (hereafter collectively referred to as "RELEASED PARTIES") the right to use and sell to others photographs taken of me at any time for any governmental purpose including, but not limited to, advertising, commercial or non-commercial governmental purposes.

The photographs ("Photograph(s)") that are the subject of this Agreement are to be or have been taken by _____ of _____,
[name of photographer] [address]
on or about _____, and the photographer has granted the Released Parties with the right to use, reproduce, adopt, [date]
distribute, publish and publicly display the negatives and photographs.

I relinquish and give to the Released Parties all right, title, and interest that I may have in the Photograph(s), finished pictures, negatives, reproductions, and copies of the original prints and negatives, and further grant the Released Parties the right to give, sell, transfer, and exhibit the Photograph(s) for any governmental purpose including, but not limited to, advertising, commercial or non-commercial governmental purposes. I may be included in the Photograph(s) in whole or in part, in composite or distorted form, or in reproductions thereof, in color or otherwise, in conjunction with my own or a fictitious name, made and published through any medium including, but not limited to, any printed medium, video, and/or on the internet.

This consent authorizes both any initial and any subsequent publication or disclosure of the Photograph(s), with or without my identity, at any time.

I waive any right that I may have to inspect or approve the finished product or the advertising or other copy that may be used in connection therewith or the use to which it may be applied.

I release and discharge all Released Parties, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing toward the completion of the finished product.

I declare that I am eighteen (18) years old or older and am legally competent to execute this release or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily signed this document

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS CONSENT, WAIVER OF LIABILITY AND RELEASE BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

_____	_____	_____	_____
Spelling of Photo Subject's Name	Date	Address	Phone

_____	_____
Signature of Photo Subject	Address

IF PHOTO SUBJECT IS UNDER 18, THE PARENT(S) OR LEGAL GUARDIAN(S), IF ANY, MUST SIGN.

_____	_____	_____	_____
Signature of Parent(s) or Legal Guardian(s)	Date	Address	Phone

_____	_____	_____	_____
Signature of Parent(s) or Legal Guardian(s)	Date	Address	Phone

**PHOTOGRAPHER'S CONSENT, WAIVER OF LIABILITY,
INDEMNITY AND RELEASE**

I, _____, irrevocably grant to the CALIFORNIA COASTAL COMMISSION and its
[name of photographer]
employees, officers, agents and assigns (hereinafter referred to as "RELEASED PARTIES"), the right to use, reproduce, adopt, distribute, publish and publicly display the negatives and photograph(s) ("Photographs") that are the subject of this Agreement for any governmental purpose including, but not limited to, advertising, commercial or non-commercial governmental purposes. This Agreement is entered into in consideration of my participation in the contest and publication of my name in a photographer credit in connection with any publication of such Photograph(s) by the RELEASED PARTIES.

I warrant and represent that the Photograph(s) which are the subject matter of this agreement are original with me in all respects. I am the sole and exclusive owner of the Photograph(s); they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by the RELEASED PARTIES of the Photograph(s) in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person.

I warrant that I took the Photograph(s) from public property. The subject and location of such Photograph(s) and date(s) that such the Photograph(s) was or were taken are as indicated below. If a photograph contains readily identifiable person(s), I have included all names, addresses and telephone numbers of such persons below or on Attachment A.

PHOTO: _____
LOCATION: _____
DATE: _____
SUBJECT NAME: _____
SUBJECT ADDRESS: _____
SUBJECT TELEPHONE: _____

PHOTO: _____
LOCATION: _____
DATE: _____
SUBJECT NAME: _____
SUBJECT ADDRESS: _____
SUBJECT TELEPHONE: _____

PHOTO: _____
LOCATION: _____
DATE: _____
SUBJECT NAME: _____
SUBJECT ADDRESS: _____
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SUBJECT ADDRESS: _____
SUBJECT TELEPHONE: _____

PHOTO: _____
LOCATION: _____
DATE: _____
SUBJECT NAME: _____
SUBJECT ADDRESS: _____
SUBJECT TELEPHONE: _____

I understand and agree that the Photograph(s) may be used in whole or in part, at any time, in composite or distorted form, in color or otherwise and may be published through any medium including, but not limited to, printed medium, video and/or on the internet. This consent authorizes both any initial and any subsequent disclosure or publication of the Photograph(s) at any time.

I waive any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

I release and discharge all RELEASED PARTIES from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the processing or preparation of the finished product.

I agree to indemnify all RELEASED PARTIES from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by the RELEASED PARTIES by reason of (1) any violation or infringement of any proprietary right or copyright; (2) any libelous or unlawful matter contained in the Photograph(s); or (3) any invasion of privacy or trespass in the taking or publication of the Photograph(s) from any use that may be made of the Photograph(s) by the RELEASED PARTIES. I also agree to indemnify all RELEASED PARTIES for any such amounts arising from my breach of any covenant, representation, or warranty of this agreement.

I declare that I am eighteen (18) years old or older and am legally competent to execute this release or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily signed this document

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS CONSENT, WAIVER OF LIABILITY AND RELEASE BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

_____	_____	_____	_____
Spelling of Photographer's Name	Date	Address	Phone

_____	_____
Signature of Photographer	Address

IF PHOTOGRAPHER IS UNDER 18, THE PARENT(S) OR LEGAL GUARDIAN(S), IF ANY, MUST SIGN.

_____	_____	_____	_____
Signature of Parent(s) or Legal Guardian(s)	Date	Address	Phone

_____	_____	_____	_____
Signature of Parent(s) or Legal Guardian(s)	Date	Address	Phone

ATTACHMENT A

SUBJECT TELEPHONE: